

<i>SERFF Tracking Number:</i>	<i>GTWY-125305163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026235</i>
<i>Company Tracking Number:</i>	<i>AR IM FORM FILING 2007</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Inland Marine</i>		
<i>Project Name/Number:</i>	<i>AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007</i>		

Filing at a Glance

Company: Gateway Insurance Company	SERFF Tr Num: GTWY-125305163	State: Arkansas
Product Name: Inland Marine	SERFF Status: Closed	State Tr Num: AR-PC-07-026235
TOI: 09.0 Inland Marine	Co Tr Num: AR IM FORM FILING	State Status:
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	2007	
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Lyn Ward	Disposition Date: 10/11/2007
	Date Submitted: 09/26/2007	Disposition Status: Approved
Effective Date Requested (New): 11/01/2007		Effective Date (New): 11/01/2007
Effective Date Requested (Renewal): 11/01/2007		Effective Date (Renewal): 11/01/2007

General Information

Project Name: AR Motor Truck Cargo	Status of Filing in Domicile: Pending
Project Number: AR Motor Truck Cargo Form Filing 2007	Domicile Status Comments:
Reference Organization: ISO	Reference Number: CM-2003-OMF03
Reference Title: Inland Marine Forms	Advisory Org. Circular: LI-CM-2004-002 and 2003-041

Filing Status Changed: 10/11/2007
 State Status Changed: 09/27/2007
 Corresponding Filing Tracking Number:
 Filing Description:

Deemer Date:

Gateway Insurance Company would like to begin offering Motor Truck Cargo coverage.

Our intent is to adopt ISO's current policy and forms and to automatically adopt future revisions as ISO obtains approval.

We are also filing 23 independent forms along with our declarations page. Copies of each are enclosed for your review.

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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Inland Marine
Project Name/Number: AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007

Company and Contact

Filing Contact Information

Lyn Ward, lward@gicauto.com
1401 S. Brentwood Blvd. (800) 779-3600 [Phone]
St. Louis, MO 63144 (314) 373-4444[FAX]

Filing Company Information

Gateway Insurance Company CoCode: 28339 State of Domicile: Missouri
1401 S. Brentwood Blvd Group Code: Company Type:
St. Louis, MO 63144 Group Name: State ID Number:
(800) 779-3600 ext. 262[Phone] FEIN Number: 43-0762309

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gateway Insurance Company	\$50.00	09/26/2007	15819096

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/11/2007	10/11/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	10/11/2007	10/11/2007	Lyn Ward	10/11/2007	10/11/2007

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Disposition

Disposition Date: 10/11/2007

Effective Date (New): 11/01/2007

Effective Date (Renewal): 11/01/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GTWY-125305163 State: Arkansas

Filing Company: Gateway Insurance Company State Tracking Number: AR-PC-07-026235

Company Tracking Number: AR IM FORM FILING 2007

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Inland Marine

Project Name/Number: AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form (revised)	Motor Truck Cargo Coverage	Approved	Yes
Form	Motor Truck Cargo Coverage	Approved	Yes
Form	Named Perils Form - Carriers	Approved	Yes
Form	Named Perils Form - Owners	Approved	Yes
Form	Broad Form - Carriers	Approved	Yes
Form	Broad Form - Owners	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Trip Coverage	Approved	Yes
Form	Animal Mortality or Injury Coverage	Approved	Yes
Form	Loading/Unloading Coverage (Auto Haulers Only)	Approved	Yes
Form	Attended Vehicle Restriction	Approved	Yes
Form	Changes in Freight Charges Limit	Approved	Yes
Form	Commodity List	Approved	Yes
Form	Collision of Load	Approved	Yes
Form	Collision of Load and Loading/Unloading	Approved	Yes
Form	Hauling Named Perils and Broad Form Commodities	Approved	Yes
Form	Poultry Cages	Approved	Yes
Form	Refrigeration Breakdown	Approved	Yes
Form	Water Damage (Wetness)	Approved	Yes
Form	Change in Debris Removal Limit	Approved	Yes
Form	Tie Down Flatbed Warranty / Tarpaulin "TARP" Warranty	Approved	Yes
Form	Cargo Delivery - Additional Coverage	Approved	Yes
Form	Vandalism Exclusion	Approved	Yes
Form	Notice of Terrorism Insurance Coverage	Approved	Yes

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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/11/2007
Submitted Date 10/11/2007
Respond By Date 10/26/2007

Dear Lyn Ward,

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Llyweyia Rawlins
Certified Rate and Form Analyst
Property and Casualty Division
501-371-2809 Fax 501-371-2748
Email: Llyweyia.rawlins@arkansas.gov

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/11/2007
Submitted Date 10/11/2007

Dear Llyweyia Rawlins,

Comments:

Response 1

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 Product Name: Inland Marine
 Project Name/Number: AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007
 Comments: I have revised the veribage to comply with five (5) year requirement.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Motor Truck Cargo Coverage	GCC 203	0907	Policy/Coverage Form	New		51	GCC 203 AR 09-07 Motor Truck Cargo Policy Conditions .pdf
Previous Version							
Motor Truck Cargo Coverage	GCC 203	0907	Policy/Coverage Form	New		51	GCC 203 09-07 Motor Truck Cargo Policy Conditions .pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Lyn Ward

SERFF Tracking Number: GTWY-125305163 State: Arkansas

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Company Tracking Number: AR IM FORM FILING 2007

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Inland Marine

Project Name/Number: AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Coverage	GCC 203	0907	Policy/CoveNew rage Form		51.00	GCC 203 AR 09-07 Motor Truck Cargo Policy Conditions.pdf
Approved	Named Perils Form - Carriers	GCC 204	0907	Policy/CoveNew rage Form		49.20	GCC 204 09-07 Named Perils Form - Carriers.pdf
Approved	Named Perils Form - Owners	GCC 205	0907	Policy/CoveNew rage Form		44.90	GCC 205 09-07 Motor Truck Cargo Named Perils Form - Owners.pdf
Approved	Broad Form - Carriers	GCC 206	0907	Policy/CoveNew rage Form		45.00	GCC 206 09-07 Motor Truck Cargo Broad Form - Carriers.pdf
Approved	Broad Form - Owners	GCC 207	0907	Policy/CoveNew rage Form		44.70	GCC 207 09-07 Motor Truck Cargo Board Form - Owners.pdf
Approved	Additional Insured Endorsement	GCC 208	0907	Policy/CoveNew rage Form		41.20	GCC 208 09-07 Motor Truck Cargo Additional Insured Endorsemen

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Product Name:	Inland Marine		
Project Name/Number:	AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007		

Approved	Trip Coverage	GCC 209 0907	Policy/Coverage New Form	33.00	t.pdf GCC 209 09-07 Motor Truck Cargo Trip Coverage.pdf
Approved	Animal Mortality or Injury Coverage	GCC 210 0907	Policy/Coverage New Form	43.30	GCC 210 09-07 Motor Truck Cargo Animal Mortality or Injury Coverage.pdf
Approved	Loading/Unloading Coverage (Auto Haulers Only)	GCC 211 0907	Policy/Coverage New Form	51.90	GCC 211 09-07 Motor Truck Cargo Loading and Unloading Coverage Endorsement.pdf
Approved	Attended Vehicle Restriction	GCC 212 0907	Policy/Coverage New Form	39.50	GCC 212 09-07 Motor Truck Cargo Attended Vehicle Restriction Endorsement.pdf
Approved	Changes in Freight Charges Limit	GCC 213 0907	Policy/Coverage New Form	30.50	GCC 213 09-07 Motor Truck Cargo Changes in Freight Charges Limit

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Approved	Commodity List	GCC 214	0907	Policy/Coverage Form	27.20	Endorsement.pdf GCC 214 09-07 Motor Truck Cargo Commodity List Endorsement.pdf
Approved	Collision of Load	GCC 215	0907	Policy/Coverage Form	27.20	GCC 215 09-07 Motor Truck Cargo Collision of Load Endorsement.pdf
Approved	Collision of Load and Loading/Unloading	GCC 216	0907	Policy/Coverage Form	27.20	GCC 216 09-07 Motor Truck Cargo Collision of Load and Loading - Unloading Endorsement.pdf
Approved	Hauling Named Perils and Broad Form Commodities	GCC 217	0907	Policy/Coverage Form	23.60	GCC 217 09-07 Motor Truck Cargo Hauling Named Perils and Broad Form Commodities Endorsement.pdf
Approved	Poultry Cages	GCC 218	0907	Policy/Coverage Form	23.60	GCC 218 09-07 Motor Truck Cargo

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					Poultry Cages Endorsemen t.pdf
Approved	Refrigeration Breakdown	GCC 219 0907	Policy/CoveNew rage Form	27.70	GCC 219 09-07 Motor Truck Cargo Refrigeration Breakdown Endorsemen t.pdf
Approved	Water Damage (Wetness)	GCC 220 0907	Policy/CoveNew rage Form	27.40	GCC 220 09-07 Motor Truck Cargo Water Damage (Wetness) Endorsemen t.pdf
Approved	Change in Debris Removal Limit	GCC 221 0907	Policy/CoveNew rage Form	26.00	GCC 221 09-07 Motor Truck Cargo Change in Debris Removal Limit Endorsemen t.pdf
Approved	Tie Down Flatbed Warranty / Tarpaulin "TARP" Warranty	GCC 222 0907	Policy/CoveNew rage Form	50.00	GCC 222 09-07 MOTOR TRUCK CARGO Tarpaulin Tarp and Tie Down Flatbed Warranty.pdf

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Approved	Cargo Delivery - Additional Coverage	GCC 223 0907	Policy/CoveNew rage Form	30.50	GCC 223 09-07 Cargo Delivery - Additional Coverage.pdf
Approved	Vandalism Exclusion	GCC 224 0907	Policy/CoveNew rage Form	65.90	GCC 224 09-07 VANDALISM EXCLUSION .pdf
Approved	Notice of Terrorism Insurance Coverage	GCC 225 0907	Policy/CoveNew rage Form	30.40	GCC 225 09-07 NOTICE OF TERRORIS M.pdf

GATEWAY INSURANCE COMPANY

POLICY NUMBER:

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

VI. LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Your duties in the event of "loss",

You must see that the following are done in the event of "loss":

1. You must give us immediate notice of the "loss" including a description of the cargo, and a description of how, when and where the "loss" occurred.
2. You must notify the police if a law may have been broken.
3. You must take reasonable steps to protect the cargo from further damage. With regard to animals, we will not pay for expenses incurred after seventy-two (72) hours from the date of "loss". You should keep a record of your expenses for consideration in the settlement of the claim.
4. You must permit us to inspect the cargo and records proving "loss".
5. You must make no statement that will assume obligation or admit any liability concerning the cargo "loss" without our consent.
6. If requested, you must permit us to question you under oath about any matter relating to your claim or this insurance, including your books and records. You must sign your answers.
7. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

8. You must send us a signed, sworn statement of "loss" containing information we request within sixty (60) days after our request. We will supply you with necessary forms.
9. You must cooperate with us in the investigation or settlement of any claim.
10. You must promptly send us any legal notices you receive concerning "loss" to cargo.

C. Loss Payment

We will pay any covered "loss" within thirty (30) days after we reach agreement with you or the entry of a final judgment. We will not be liable for any part of a "loss" that has been paid by others.

D. Other Insurance

If you have other insurance covering the same "loss" as this insurance we will pay only excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

E. Pair, Sets or Parts

In case of "loss" to any part of a pair or set, we may repair or replace any part to restore the pair or set to its value before the "loss" or pay the difference between the value of the pair or set before and after the "loss". However, in case of "loss" to any part of "covered cargo" consisting of several parts when complete, in no event will we pay more than the value of the lost or damaged part.

F. Privilege to Adjust With Owner

In the event of "loss" involving cargo of others in your care, custody or control, we have the right to settle the

“loss” with the owners of the cargo. A receipt for payment from the owners of that cargo will satisfy any claim of yours.

G. No Duty to Defend

If we provide defense, the legal expense will be at our cost and will not reduce the applicable limit of insurance of this policy. This condition does not obligate us to provide a defense.

H. Recoveries

Any recovery of salvage on a “loss” will accrue entirely to our benefit until the sum paid by us has been recovered.

I. Subrogation And Rights Of Recoveries Against Others

If any person, organization, company or corporation to or for whom we make payment of claim under this policy has rights to recover damages from another party or parties, those rights are transferred to us. That person, organization, company or corporation must do everything necessary to secure our rights and must do nothing after the “loss” to impair them.

VII. OTHER CONDITIONS

A. No Benefit to Bailee

No person or organization, other than you, having custody of the cargo, will benefit from this insurance.

B. Policy Period

We cover “loss” to cargo commencing during the policy period shown on the Declarations Page.

C. Legal Action

No one may bring legal action against us unless the terms of this coverage have been complied with and the action is brought within five (5) years after you first have knowledge of the “loss”.

D. Concealment, Fraud or Misrepresentation

This coverage is void in any case of fraud, intentional concealment, or misrepresentation of a material fact by you or any other party at any time as respects the coverage, the cargo or a claim under the policy.

E. Locked Vehicle

We will not be liable for “loss” to “covered cargo” caused by theft from a “scheduled vehicle”, or an unscheduled vehicle on a report form policy, unless at the time of the theft the windows, doors and compartments of the vehicle and the trailer or container, if applicable, were closed and locked and there are visible signs that the theft was the result of forced entry.

We will not be liable for “loss” to “covered cargo” caused by theft from a “scheduled location” unless at the time of the theft the windows, doors, gates and compartments of the vehicle, trailer, container, yard or building containing the cargo were closed and locked and there are visible signs that the theft was the result of forced entry.

F. Commodities Theft Limitation

In the event of “loss” to “covered cargo” caused by theft of the following commodities either from a

“scheduled vehicle”, an unscheduled vehicle on a reporting form policy, or a “scheduled location”, we will not be liable for more than 10% of the limit of insurance applying to that vehicle or “scheduled location”:

- A. Cigarettes, cigars, or other finished tobacco products.
- B. Drugs and pharmaceutical products.
- C. Furs or garments trimmed with fur.
- D. Liquors or beverages exceeding 10% alcohol content.
- E. Radio, photographic, electronic or communications equipment, including, but not limited to, computers, computer parts and accessories, software, compact and digital discs, video tapes, video and digital games, and video and sound playing and recording equipment.
- F. Copper and copper products, precious metals and alloys.

G. Coinsurance

You must carry sufficient insurance in order to receive full payment for a “loss”. We will not pay you more of any “loss” than the percentage obtained by dividing the applicable Limit of Liability as shown on the Declarations Page by 90% of the total value of property on the “scheduled vehicle” involved in the “loss”, or on an unscheduled vehicle on reporting form policy, at the time of the “loss”. In no event, however, will our payment exceed the applicable Limit of Liability as shown on the Declarations Page.

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO

Named Perils Form Carriers

Throughout this policy, the terms you and your pertain to the named insured provided in the Declarations. The terms we, us and our, pertain to the insurance company. Terms in quotation marks throughout this form are further defined in Part VI of this form. Some provisions in this policy restrict coverage. Be sure to read the entire policy to determine your rights and duties, plus what is and is not covered.

I. COVERAGE

We will pay for direct physical accidental "loss" from any covered causes of "loss" to "covered cargo".

A. Covered Causes of "Loss"

Covered causes of "loss" means "loss" for which you are legally liable while cargo is in your care, custody or control as a carrier from the following causes

1. Fire, lightning or explosion.
2. Windstorm.
3. Collision of a "scheduled vehicle" with another vehicle or object.
4. Overturn of a "scheduled vehicle".
5. Collapse of bridge, wharf, dock, platform or culvert.
6. Stranding, sinking, burning, or collision of any regular ferry including general average and salvage charges.
7. Flood, meaning the rising of any natural body of water.
8. Theft, but excluding pilferage by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other person, whether occurring during the hours of employment or otherwise.

B. Cargo Not Covered

"Covered cargo" does not include:

1. Contraband or cargo illegally being transported.
2. Explosives, fireworks or radioactive material.
3. Securities or evidences of debt.
4. Money, currency, gold or silver bullion or platinum.
5. Precious stones, jewelry or similar valuables.
6. Animals, unless death results or is made necessary within twenty-four (24) hours by a "loss" not otherwise excluded, or unless they escape or stray away from the "loss" scene and cannot be located, but only if the escape or straying is caused by or results from a "loss" not otherwise excluded.
7. Cargo on a "scheduled vehicle" at any location for more than seventy-two (72) hours from the time the "scheduled vehicle" arrived at that location.
8. Cargo at a "scheduled location" for more than thirty (30) days from the time the cargo arrived at the "scheduled location".
9. Baled cotton, unless the cotton was ginned seventy-two (72) hours prior to the time of loading on a "scheduled vehicle".

C. Extensions of Coverage

1. Debris Removal

We will pay your expense to remove the debris of "covered cargo" as a result of a covered cause of "loss". The most we will pay in any one occurrence is \$10,000. This limit is in addition to the Limit of Liability on the Declarations Page.

2. Freight Charges

We will pay the earned freight charges you are unable to collect as a result of a covered cause of "loss". The most we will pay in any one occurrence is \$1,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

3. Sue & Labor

We will reimburse reasonable and necessary expenses you incur solely to save and protect "covered cargo" from imminent "loss". The most we will pay in any one occurrence is \$5,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

II. EXCLUSIONS

- A.** We will not pay for “loss” caused directly or indirectly, or in whole or in part, by any of the following, or which results in or from any of the following.
1. Loss of use or loss of market.
 2. Delay, whether or not the delay is caused by a covered cause of “loss”.
 3. Abandonment of “covered cargo”.
 4. Dishonest acts by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other persons, whether occurring during the hours of employment or otherwise.
 5. Your neglect to use all reasonable means to save and preserve the cargo at the time of and after any covered cause of “loss”.
 6. Liability assumed under a written or oral contract beyond that imposed by law on a common carrier for hire.
- B.** We will not pay for “loss” caused directly or solely by any of the causes listed below. Such losses are also excluded if they initiate a sequence of events that results in “loss” or damage, regardless of the nature of any intermediate or final event in that sequence.
1. War and military action.
 - (a) War, including undeclared or civil war.
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government sovereign or other authority using military personnel or other agent
 - (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
 2. Nuclear Hazard
 - (a) Any weapon employing atomic fission or fusion.
 - (b) Nuclear reaction or radiation or radioactive contamination from any other cause.
 3. Action, destruction or seizure of property by order of governmental authority. But we will pay for “loss” made Necessary by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its Spread if the fire would be covered under this coverage form.

III. DEDUCTIBLE

We will not pay for “loss” in any one occurrence until the amount of the adjusted “loss” exceeds the deductible amount Shown on the Declarations Page. We will then pay the amount of the adjusted “loss” in excess of the deductible up to The applicable Limit of Liability.

IV. LIMIT OF LIABILITY

The most we will pay in any one occurrence for “loss” to cargo.

1. on a “scheduled vehicle” is the Limit of Liability for that “scheduled vehicle” shown on the Declarations Page;
 2. at a “scheduled location” is the Limit of Liability for that “scheduled location” shown on the Declarations Page;
 3. on an owned “newly acquired vehicle” is the lowest limit for any “scheduled vehicle” shown on the Declarations Page (any “newly acquired vehicle” will be considered a covered vehicle you own and not a covered vehicle you Hire, borrow or “lease”);
- but no more than the “Catastrophe Limit” shown on the Declarations Page.

V. OTHER TERMS

In addition to the conditions shown in GCC2030907, the following terms apply to this policy.

- A.** Territory: “Covered cargo” only while located in the United States of America and Canada.
- B.** Fines, Assessment or Penalties
We will not pay any costs, penalties, or punitive damages as a result of your violation of any law or regulation.
- C.** Filing Reimbursement
You must reimburse us for any payment we make solely because of a federal, state or provincial filing we have made under the policy on your behalf. Reimbursement must be made within fourteen (14) days of our notice to you.

VI. DEFINITIONS

- A.** “Loss” means direct physical accidental loss or damage.
- B.** “Scheduled vehicle” means a vehicle listed on the Declarations Page as a “scheduled vehicle”.
“Scheduled vehicle” also means:
1. A vehicle, which permanently replaces a vehicle you previously owned that, had coverage on this policy. You must

Report the change and tell us you want to cover the replacement vehicle within thirty (30) days of acquiring it.

2. A temporary non-owned substitute vehicle used with the permission of its owner as a temporary substitute for a vehicle you own that is covered on this policy and is out of service because of its breakdown, repair, servicing, loss or destruction.
3. An owned additional "newly acquired vehicle" but only if we already cover all vehicles you own that are used to transport cargo. You must report the "newly acquired vehicle" and tell us you want us to cover it within thirty (30) days of acquiring it.
4. Any trailer while physically attached by the insured or the insured's authorized representative to a "scheduled vehicle".

C. "Scheduled location" means the physical location as described on the Declarations Page.

D. The "Catastrophe Limit" is the most we will pay for any one event or continuing events resulting in "loss" to "covered cargo" regardless of the number of "scheduled vehicles" or "scheduled locations" involved.

E. "Lease" refers to a motor vehicle that is titled in the name of a leasing company but operated by the named insured (the lessee) for a specified period and lease payment.

F. "Newly acquired vehicle" means an owned motor vehicle titled to the named insured and reported to us within thirty (30) days of acquisition.

G. "Covered cargo" means cargo of others in transit under one of the following written documents issued by you. bill of lading, tariff or shipping receipt. The cargo must be on a "scheduled vehicle" or at a "scheduled location". However, "covered cargo" does not include cargo on a trailer that is not physically attached to a power unit, unless the cargo is at a "scheduled location".

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO NAMED PERILS FORM – OWNERS

Throughout this policy, the terms you and your pertain to the insured provided in the Declarations. The terms we, us and our, pertain to the insurance company. Terms in quotation marks throughout this form are further defined in Part VI of this form. Some provisions in this policy restrict coverage. Be sure to read the entire policy to determine your rights and duties, plus what is and is not covered.

I. COVERAGE

We will pay for direct physical accidental “loss” from any covered causes of “loss” to “covered cargo”.

A. Covered Causes of “Loss”

Covered causes of “loss” means “loss” to your property in your care, custody or control from the following causes

1. Fire, lightning or explosion.
2. Windstorm.
3. Collision of a “scheduled vehicle” with another vehicle or object.
4. Overturn of a “scheduled vehicle”.
5. Collapse of bridge, wharf, dock, platform or culvert.
6. Stranding, sinking, burning or collision on any regular ferry including general average or salvage charges.
7. Flood, meaning the rising of any natural body of water.
8. Theft, but excluding pilferage by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other persons, whether occurring during the hours of employment or otherwise.

B. Cargo Not Covered

“Covered cargo” does not include:

1. Contraband or cargo illegally being transported.
2. Explosives, fireworks or radioactive material.
3. Securities or evidences of debt.
4. Money, currency, gold or silver bullion or platinum.
5. Precious stones, jewelry or similar valuables.
6. Animals, unless death results or is made necessary within twenty-four (24) hours by a “loss” not otherwise excluded, or unless they escape or stray away from the “loss” scene and cannot be located, but only if the escape or straying is caused by or results from a “loss” not otherwise excluded.
7. Chains, tarpaulins, binders or other property used in connection with the “scheduled vehicle”.
8. Cargo on a “scheduled vehicle” at any location for more than seventy-two (72) hours from the time the “scheduled vehicle” arrives at that location.
9. Baled cotton, unless the cotton was ginned seventy-two (72) hours prior to the time of loading on a “scheduled vehicle”.

C. Extensions of Coverage

1. Debris Removal

We will pay your expense to remove the debris of covered cargo as a result of a covered cause of “loss”. The most we will pay in any one occurrence is \$10,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

2. Sue & Labor

We will reimburse reasonable and necessary expenses you incur solely to save and protect covered cargo from imminent “loss”. The most we will pay in any one occurrence is \$5,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

II. EXCLUSIONS

- A. We will not pay for “loss” caused directly or indirectly, or in whole or in part, by any of the following or which results in or from any of the following:

1. Loss of use or loss of market.
2. Delay, whether or not the delay is caused by a covered cause of “loss”.
3. Abandonment of “covered cargo”.
4. Dishonest acts by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other persons, whether occurring during the hours of employment or otherwise.
5. Your neglect to use all reasonable means to save and preserve the cargo at the time of an after any covered cause of “loss”.
6. Liability assumed under a written or oral contract beyond that imposed by laws on a common carrier for hire.

- B. We will not ay for “loss” caused directly and solely by any of the causes listed below. Such losses are also excluded if they initiate a sequence of events that results in “loss” or damage, regardless of the nature of any intermediate or final event in that sequence.

1. War and military action.
 - a. War, including undeclared or civil war.
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government sovereign or other authority using military personnel or other agents.
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Nuclear Hazard
 - a. Any weapon employing atomic fission or fusion
 - b. Nuclear reaction or radiation or radioactive contamination from any other cause.
3. Action, destruction or seizure of property by order of governmental authority. But we will pay for "loss" made necessary by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

III. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible amount shown on the Declarations Page. We will then pay the amount of the adjusted "loss" in excess of the deductible up to the applicable Limit of Liability.

IV. LIMIT OF LIABILITY

The most we will pay in any one occurrence for "loss" to cargo:

1. on a "scheduled vehicle" is the Limit of Liability for that "scheduled vehicle" shown on the Declarations Page;
2. at a "scheduled location" is the Limit of Liability for that "schedule location" shown on the Declarations Page;
3. on an owned "newly acquired" vehicle is the lowest limit for any "schedule vehicle" shown on the Declarations Page (any "newly acquired vehicle" will be considered a covered vehicle you own and not a covered vehicle you hire, borrow or "lease");

but no more than the "Catastrophe Limit" shown on the Declarations Page.

V. OTHER TERMS

In addition to the conditions shown in GCC 203 09/07, the following terms apply to this policy.

A. Territory: "Covered cargo" only while located in the United States of American and Canada.

B. Our valuation options in the even of "loss" are:

1. Replace the cargo with substantially identical property.
2. Repair the cargo to its physical condition immediately before the "loss" excluding diminution of value, or
3. Take all or part of the cargo at the agreed or appraised value.

C. Fines, Assessment or Penalties

We will not pay any costs, penalties, or punitive damages as a result of your violation of any law or regulation.

D. Filing Reimbursement

You must reimburse us for any payment we make solely because of a federal, state or provincial filing we have made under the policy on your behalf. Reimbursement must be made within fourteen (14) days of our notice to you.

VI. DEFINITIONS

A. "Loss" means direct physical accidental loss or damage.

B. "Scheduled vehicle" means a vehicle listed on the Declarations Page a "scheduled vehicle".

"Scheduled vehicle" also means:

1. A vehicle, which permanently replaces a vehicle you previously owned that, had coverage on this policy. You must report the change and tell us you want us to cover the replacement vehicle within thirty (30) days of acquiring it.
2. A temporary non-owned substitute vehicle used with the permission of its owner as a temporary substitute for a vehicle you own that is covered on this policy and is out of service because of its breakdown, repair, servicing, loss, or destruction.
3. An owned additional "newly acquired vehicle" but only if we already cover all vehicles you own that are used to transport cargo.
4. Any trailer while physically attached by the insured or the insured's authorized representative to a "scheduled vehicle".

C. "Scheduled location" means the physical location as described on the Declarations Page.

D. The "Catastrophe Limit" is the most we will pay for any one event or continuing events resulting in "loss to "covered cargo" regardless of the number of "scheduled vehicles" or "scheduled locations" involved.

E. "Lease" refers to a motor vehicle that is titled in the name of a leasing company but operated by the named insured (the lessee) for a specified period and lease payment.

F. "Newly acquired vehicle" means an owned motor vehicle titled to the named insured and reported to us within 30 days of acquisition.

G. "Covered cargo" means your cargo while in transit. The cargo must be on a "scheduled vehicle" or at a "scheduled location". However, in no event does "covered cargo" include cargo on a trailer that is not physically attached to a power unit.

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO BROAD FORM – CARRIERS

Throughout this policy, the terms you and your pertain to the insured provided in the Declarations. The terms we, us and our, pertain to the insurance company. Terms in quotation marks throughout this form are further defined in Part VI of this form. Some provisions in this policy restrict coverage. Be sure to read the entire policy to determine your rights and duties, plus what is and is not covered.

I. COVERAGE

We will pay for direct physical accidental "loss" from any covered causes of "loss" to "covered cargo".

A. Covered Causes of "Loss"

1. Covered causes of "loss" means "loss" for which you are legally liable while cargo is in your care, custody or control as a carrier. Losses caused by or resulting in or from excluded causes of "loss" in Section II are not covered by this insurance policy.

B. Cargo Not Covered

"Covered cargo" does not include:

1. Contraband or cargo illegally being transported.
2. Explosives, fireworks or radioactive material.
3. Securities or evidences of debt.
4. Money, currency, gold or silver bullion or platinum.
5. Precious stones, jewelry or similar valuables.
6. Animals, unless death results or is made necessary within twenty-four (24) hours by a "loss" not otherwise excluded, or unless they escape or stray away from the "loss" scene and cannot be located, but only if the escape or straying is caused by or results from a "loss" not otherwise excluded.
7. Cargo on a "scheduled vehicle" at any location for more than seventy-two (72) hours from the time the "scheduled vehicle" arrives at that location.
8. Cargo at a "scheduled location" for more than thirty (30) days from the time the cargo arrived at the "scheduled locations".
9. Baled cotton, unless the cotton was ginned seventy-two (72) hours prior to the time of loading on a "scheduled vehicle".

C. Extensions of Coverage

1. Debris Removal
We will pay your expense to remove the debris of covered cargo as a result of a covered cause of "loss". The most we will pay in any one occurrence is \$10,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.
2. Freight Charges
We will pay the earned freight charges you are unable to collect as a result of a covered cause of "loss". The most we will pay in any one occurrence is \$1,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.
3. Sue & Labor
We will reimburse reasonable and necessary expenses you incur solely to save and protect covered cargo from imminent "loss". The most we will pay in any one occurrence is \$5,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

II. EXCLUSIONS

A. We will not pay for "loss" caused directly or indirectly, or in whole or in part, by any of the following or which results in or from any of the following:

1. Loss of use or loss of market.
2. Delay, whether or not the delay is caused by a covered cause of "loss".
3. Breakdown or malfunction of refrigeration equipment or its associated component parts including ductwork.
4. Abandonment of "covered cargo".
5. Dishonest acts by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other persons, whether occurring during the hours of employment or otherwise.
6. Your neglect to use all reasonable means to save and preserve the cargo at the time of an after any covered cause of "loss".
7. Water damage, rust, or warpage unless "loss" is caused by or results from fire, lightning, or explosion, collision, overturn or a "scheduled vehicle", or flood, meaning the rising of any natural body of water.
8. Failure to maintain proper temperature unless the failure is caused by or results from fire, lightning, explosion, collision, overturn of a "scheduled vehicle", or flood, meaning the rising of any natural body of water.
9. Liability assumed under a written or oral contract beyond that imposed by laws on a common carrier for hire.

B. We will not ay for "loss" caused directly and solely by any of the causes listed below. Such losses are also excluded if they initiate a sequence of events that results in "loss" or damage, regardless of the nature of any intermediate or final event in that sequence.

1. War and military action.
 - a. War, including undeclared or civil war.
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government sovereign or other authority using military personnel or other agents.
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Nuclear Hazard
 - a. Any weapon employing atomic fission or fusion
 - b. Nuclear reaction or radiation or radioactive contamination from any other cause.
3. Action, destruction or seizure of property by order of governmental authority. But we will pay for "loss" made necessary by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

III. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible amount shown on the Declarations Page. We will then pay the amount of the adjusted "loss" in excess of the deductible up to the applicable Limit of Liability.

IV. LIMIT OF LIABILITY

The most we will pay in any one occurrence for "loss" to cargo:

1. on a "scheduled vehicle" is the Limit of Liability for that "scheduled vehicle" shown on the Declarations Page;
2. at a "scheduled location" is the Limit of Liability for that "schedule location" shown on the Declarations Page;
3. on an owned "newly acquired" vehicle is the lowest limit for any "schedule vehicle" shown on the Declarations Page (any "newly acquired vehicle" will be considered a covered vehicle you own and not a covered vehicle you hire, borrow or "lease");

but no more than the "Catastrophe Limit" shown on the Declarations Page.

V. OTHER TERMS

In addition to the conditions shown in GCC 203 09/07, the following terms apply to this policy.

A. Territory: "Covered cargo" only while located in the United States of American and Canada.

B. Fines, Assessment or Penalties

We will not pay any costs, penalties, or punitive damages as a result of your violation of any law or regulation.

C. Filing Reimbursement

You must reimburse us for any payment we make solely because of a federal, state or provincial filing we have made under the policy on your behalf. Reimbursement must be made within fourteen (14) days of our notice to you.

VI. DEFINITIONS

A. "Loss" means direct physical accidental loss or damage.

B. "Scheduled vehicle" means a vehicle listed on the Declarations Page a "scheduled vehicle".

"Scheduled vehicle" also means:

1. A vehicle, which permanently replaces a vehicle you previously owned that, had coverage on this policy. You must report the change and tell us you want us to cover the replacement vehicle within thirty (30) days of acquiring it.
2. A temporary non-owned substitute vehicle used with the permission of its owner as a temporary substitute for a vehicle you own that is covered on this policy and is out of service because of its breakdown, repair, servicing, loss, or destruction.
3. An owned additional "newly acquired vehicle" but only if we already cover all vehicles you own that are used to transport cargo. You must report the "newly acquired vehicle" and tell us you want us to cover it within thirty (30) days of acquiring it.
4. Any trailer while physically attached by the insured or the insured's authorized representative to a "scheduled vehicle".

C. "Scheduled location" means the physical location as described on the Declarations Page.

D. The "Catastrophe Limit" is the most we will pay for any one event or continuing events resulting in "loss to "covered cargo" regardless of the number of "scheduled vehicles" or "scheduled locations" involved.

E. "Lease" refers to a motor vehicle that is titled in the name of a leasing company but operated by the named insured (the lessee) for a specified period and lease payment.

F. "Newly acquired vehicle" means an owned motor vehicle titled to the named insured and reported to us within 30 days of acquisition.

G. "Covered cargo" means your cargo while in transit under one of the following written documents issued by you: bill of lading, tariff or shipping receipt. The cargo must be on a "scheduled vehicle", or in the actual process of being loaded onto a "scheduled vehicle" or unloaded off of a "scheduled vehicle" by the insured and within fifty (50) feet of the "scheduled vehicle", or at a "scheduled location". However, "covered cargo" does not include cargo on a trailer that is not physically attached to a power unit, unless the cargo is at a "scheduled location".

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO BOARD FORM – OWNERS

Throughout this policy, the terms you and your pertain to the insured provided in the Declarations. The terms we, us and our, pertain to the insurance company. Terms in quotation marks throughout this form are further defined in Part VI of this form. Some provisions in this policy restrict coverage. Be sure to read the entire policy to determine your rights and duties, plus what is and is not covered.

I. COVERAGE

We will pay for direct physical accidental “loss” from any covered causes of “loss” to “covered cargo”.

A. Covered Causes of “Loss”

1. Covered causes of “loss” means risks of “loss” to cargo. Losses caused by or resulting in or from excluded causes of “loss” in Section II are not covered by this insurance policy.

B. Cargo Not Covered

“Covered cargo” does not include:

1. Contraband or cargo illegally being transported.
2. Explosives, fireworks or radioactive material.
3. Securities or evidences of debt.
4. Money, currency, gold or silver bullion or platinum.
5. Precious stones, jewelry or similar valuables.
6. Animals, unless death results or is made necessary within twenty-four (24) hours by a “loss” not otherwise excluded, or unless they escape or stray away from the “loss” scene and cannot be located, but only if the escape or straying is caused by or results from a “loss” not otherwise excluded.
7. Chains, tarpaulins, binders or other property used in connection with the “scheduled vehicle”.
8. Cargo on a “scheduled vehicle” at any location for more than seventy-two (72) hours from the time the “scheduled vehicle” arrives at that location.
9. Baled cotton, unless the cotton was ginned seventy-two (72) hours prior to the time of loading on a “scheduled vehicle”.

C. Extensions of Coverage

1. Debris Removal
We will pay your expense to remove the debris of covered cargo as a result of a covered cause of “loss”. The most we will pay in any one occurrence is \$10,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.
2. Sue & Labor
We will reimburse reasonable and necessary expenses you incur solely to save and protect covered cargo from imminent “loss”. The most we will pay in any one occurrence is \$5,000. This limit is in addition to the Limit of Liability shown on the Declarations Page.

II. EXCLUSIONS

A. We will not pay for “loss” caused directly or indirectly, or in whole or in part, by any of the following or which results in or from any of the following:

1. Loss of use or loss of market.
2. Delay, whether or not the delay is caused by a covered cause of “loss”.
3. Breakdown or malfunction of refrigeration equipment or its associated component parts including ductwork.
4. Abandonment of “covered cargo”.
5. Dishonest acts by you, anyone else with a financial interest in the cargo, your or their employees or authorized representatives or anyone else entrusted with the cargo, whether acting alone or in collusion with other persons, whether occurring during the hours of employment or otherwise.
6. Your neglect to use all reasonable means to save and preserve the cargo at the time of an after any covered cause of “loss”.
7. Water damage, rust, or warpage unless “loss” is caused by or results from fire, lightning, or explosion, collision, overturn, or flood, meaning the rising of any natural body of water.
8. Failure to maintain proper temperature unless the failure is caused by or results from fire, lightning, explosion, collision, overturn of a “scheduled vehicle”, or flood, meaning the rising of any natural body of water.
9. Liability assumed under a written or oral contract beyond that imposed by laws on a common carrier for hire.

B. We will not pay for “loss” caused directly and solely by any of the causes listed below. Such losses are also excluded if they initiate a sequence of events that results in “loss” or damage, regardless of the nature of any intermediate or final event in that sequence.

1. War and military action.
 - a. War, including undeclared or civil war.
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government sovereign or other authority using military personnel or other agents.

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Nuclear Hazard
 - a. Any weapon employing atomic fission or fusion
 - b. Nuclear reaction or radiation or radioactive contamination from any other cause.
3. Action, destruction or seizure of property by order of governmental authority. But we will pay for "loss" made necessary by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

III. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible amount shown on the Declarations Page. We will then pay the amount of the adjusted "loss" in excess of the deductible up to the applicable Limit of Liability.

IV. LIMIT OF LIABILITY

The most we will pay in any one occurrence for "loss" to cargo:

1. on a "scheduled vehicle" is the Limit of Liability for that "scheduled vehicle" shown on the Declarations Page;
2. at a "scheduled location" is the Limit of Liability for that "schedule location" shown on the Declarations Page;
3. on an owned "newly acquired" vehicle is the lowest limit for any "schedule vehicle" shown on the Declarations Page (any "newly acquired vehicle" will be considered a covered vehicle you own and not a covered vehicle you hire, borrow or "lease");

but no more than the "Catastrophe Limit" shown on the Declarations Page.

V. OTHER TERMS

In addition to the conditions shown in GCC 203 09/07, the following terms apply to this policy.

A. Territory: "Covered cargo" only while located in the United States of American and Canada.

B. Our valuation options in the even of "loss" are:

1. Replace the cargo with substantially identical property.
2. Repair the cargo to its physical condition immediately before the "loss" excluding diminution of value, or
3. Take all or part of the cargo at the agreed or appraised value.

C. Fines, Assessment or Penalties

We will not pay any costs, penalties, or punitive damages as a result of your violation of any law or regulation.

D. Filing Reimbursement

You must reimburse us for any payment we make solely because of a federal, state or provincial filing we have made under the policy on your behalf. Reimbursement must be made within fourteen (14) days of our notice to you.

VI. DEFINITIONS

A. "Loss" means direct physical accidental loss or damage.

B. "Scheduled vehicle" means a vehicle listed on the Declarations Page a "scheduled vehicle".

"Scheduled vehicle" also means:

1. A vehicle, which permanently replaces a vehicle you previously owned that, had coverage on this policy. You must report the change and tell us you want us to cover the replacement vehicle within thirty (30) days of acquiring it.
2. A temporary non-owned substitute vehicle used with the permission of its owner as a temporary substitute for a vehicle you own that is covered on this policy and is out of service because of its breakdown, repair, servicing, loss, or destruction.
3. An owned additional "newly acquired vehicle" but only if we already cover all vehicles you own that are used to transport cargo. You must report the "newly acquired vehicle" and tell us you want us to cover it within thirty (30) days of acquiring it.
4. Any trailer while physically attached by the insured or the insured's authorized representative to a "scheduled vehicle".

C. "Scheduled location" means the physical location as described on the Declarations Page.

D. The "Catastrophe Limit" is the most we will pay for any one event or continuing events resulting in "loss to "covered cargo" regardless of the number of "scheduled vehicles" or "scheduled locations" involved.

E. "Lease" refers to a motor vehicle that is titled in the name of a leasing company but operated by the named insured (the lessee) for a specified period and lease payment.

F. "Newly acquired vehicle" means an owned motor vehicle titled to the named insured and reported to us within 30 days of acquisition.

G. "Covered cargo" means your cargo while in transit. The cargo must be on a "scheduled vehicle", or in the actual process of being loaded onto a "scheduled vehicle" or unloaded off of a "scheduled vehicle" by the insured and within fifty (50) feet of the "scheduled vehicle", or at a "scheduled location". However, "covered cargo" does not include cargo on a trailer that is not physically attached to a power unit, unless the cargo is at a "scheduled location".

GATEWAY INSURANCE COMPANY

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE REPORTING FORM
MOTOR TRUCK CARGO COVERAGE

SCHEDULE

Policy Expiration Date _____

Name of Additional Insured(s)

1. "We" will pay, as interest may appear, "you" and the Additional Insured named in the **"Schedule of Coverage"** for loss to "covered property".
2. "We" will not pay an Additional Insured for a loss unless the Additional Insured has an interest in the "covered property" and,
3. "We" will not pay an Additional Insured for a loss if there is concealment, misrepresentation or fraud by "you".
4. If "we" make any payment to an Additional Insured for a loss to "covered property", the Additional Insured must transfer their right to recover damages from another to "us". The
5. The coverage provided by this endorsement does not apply to any loss which takes place after the Policy Expiration Date or after the Additional Insured's interest in the "covered property" terminates, whichever occurs first.

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
TRIP COVERAGE**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE REPORITN GFORM
MOTOR TRUCK CARGO COVERAGE

COVERED SHIPMENT

Date of Shipment: _____ until _____

Shipped from: _____

Shipped to: _____

Covered Property consists of:

SCHEDULED LIMITS

\$ _____ "Any one vehicle"

\$ _____ Any one catastrophe

DEDUCTILBE

\$ _____ Deductible amount

PREMIUM

\$ _____ Additional premium

GATEWAY INSURANCE COMPANY

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
ANIMAL MORTALITY OR INJURY COVERAGE**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE REPORTING FORM
MOTOR TRUCK CARGO COVERAGE

ADDITIONAL PREMIUM \$ _____

In consideration of the additional premium, “we” will extend coverage as follows:

PROPERTY COVERED SECTION. Add the following:

“We” cover loss or damage resulting from death, crippling, or injury to live animals from any external cause, except those causes of loss that are excluded. Coverage begins with the loading of the animals onto the conveying vehicle; continues during transit and ends 12 hours after the animals are unloaded at the destination point.

PROPERTY NOT COVERED SECTION.

Delete paragraph **4. Live Animals.**

PERILS EXCLUDED SECTION. Add the following:

“We” do not cover loss or injury:

1. To live animals that are chiefly valuable for breeding, show purposes, or other special uses.

2. To live animals loaded into the described vehicle in a diseased, weakened, dead, or damaged condition or without sufficient strength and vitality to stand the ordinary hazards of transpiration.
3. To live animals caused by or resulting from parturition, abortion, cuts, bruises, loss or injury to eyes, ears, horns, injured udder or other minor injuries of any nature.
4. To live animals incurred in the process of unloading due to jumping the live animals from the conveying vehicle.
5. To live animals which are covered in any amount by other insurance by whomever effected and whether valid or collectable or not.

SPECIAL CONDITIONS

1. VALUATION.

- a. “We” shall not be liable beyond the actual cash market value of the live animals insured hereunder at the time of arrival at the destination point or

the actual decrease in such market value resulting from death, crippling or injury. In the event none of the live animals in a shipment arrives at the destination point, "we" shall not be liable beyond the actual cash market value at the destination point on the day the live animals should have arrived, if no casualty had occurred.

- b. "We" may, at "our" option, pay the actual cash market value of any crippled, injured, or dead animal, in which event "we" shall be entitled to dispose of said injured or dead animal for "our" own benefit.

2. TRANSPORTATION SAFETY. It is expressly agreed that vehicles used to transport live animals insured hereunder shall be in a sound condition and properly equipped with permanent bodies especially adapted and built for the safe transportation of such live animals. It is further understood and agreed that the trucker or his representative will properly bed with suitable material each truckload of live animals insured hereunder according to the class of stock and the season of the year.

"You" also agree that live animals shall be loaded by the trucker or his representative and handled in transit with due care and regard for the safety and proper preservation of animals so transported. During hot weather, hogs shall be properly cooled at frequent intervals. Whenever live animals are transported in mixed loads, the trucker shall adequately separate veal calves from cattle, also separate each kind of stock and vicious or disturbing animals by partitioning, tying, or other suitable means. Bulls must be kept tied or partitioned.

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO COVERAGE LOADING AND UNLOADING COVERAGE ENDORSEMENT (Auto Haulers Only)

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

The following provisions of the Policy are hereby amended:

SECTION II – CARGO COVERAGE; A COVERAGE; 1. is amended by adding the following sentence at the end of the paragraph:

We will also insure you for “loss” to “cargo” while “loading or unloading”.

SECTION II – CARGO COVERAGE; B EXCLUSIONS is amended by deleting exclusion 10. and replacing it with the following language:

The insurance does not apply to any of the following:

10. “Loss” to “cargo” which occurs prior to the actual “loading” operation or subsequent to the actual “unloading” operation, and “loss” to “cargo” which occurs a greater distance than one half mile away from the covered “auto” onto which the “cargo” is being “loaded” or from which the “cargo” is being “unloaded”.

SECTION II – CARGO COVERAGE; B EXCLUSIONS is further amended as follows:

Exclusion 11. does not apply to “loss” to “cargo” while “loading or unloading” the “cargo”.

SECTION IV – CARGO DEFINITIONS is amended by deleting definition D. and replacing it with the following language:

- D. **LOADING OR UNLOADING** means the moving of the “cargo” between a parking place (located not greater than one half mile from the covered “auto”), and the final position on a covered “auto”.

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
ATTENDED VEHICLE RESTRICTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The following additional condition applies:

We will not be liable for "loss" to "covered cargo" caused by theft from a "scheduled vehicle" or an unscheduled vehicle on a reporting form policy, unless at the time of the theft you or your employee or other person whose only duty is to attend the vehicle is actually in or upon the vehicle. This limitation does not apply to vehicles while at a "schedule location".

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
CHANGES IN FREIGHT CHARGES LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The \$1,000 limit for Freight Charges is replaced by _____.

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
COMMODITY LIST ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The following commodities are transported by the insured:

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
COLLISION OF LOAD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The following is added to **Coverage 1.A. Covered Causes of "Loss"** of the coverage form:

9. Collision of Load with another vehicle or object

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
COLLISION OF LOAD AND LOADING / UNLOADING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The following is added to **Coverage 1.A. Covered Causes of "Loss"** of the coverage form:

9. Collision of Load with another vehicle or object
10. Loading and unloading within 50 feet of "scheduled vehicle"

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
HAULING NAMED PERILS AND BROAD FORM COMMODITIES
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The Motor Truck Cargo Broad form coverage applies when hauling commodities not specifically designated.

The Motor Truck Cargo Named Perils form applies when the following commodities are transported:

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
POULTRY CAGES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The Motor Truck Cargo Broad form coverage applies when hauling commodities not specifically designated.

The Motor Truck Cargo Named Perils form applies when the following commodities are transported:

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO REFRIGERATION BREAKDOWN ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

Subject to the warranties listed below, this policy is extended to cover direct physical accidental "loss" to "covered cargo" on a "scheduled vehicle", or an unscheduled vehicle on a reporting form policy, caused by or resulting from the malfunction or mechanical breakdown of refrigeration equipment or its associated component parts including ductwork. This extension of coverage will not apply when the malfunction or breakdown is caused by or contributed to by:

- i. Failure to provide an adequate fuel supply for the refrigeration equipment, or
- ii. Willful destruction of, or damage to, refrigeration equipment or its associated component parts including ductwork by an individual entrusted with the cargo.

The insured warrants that the refrigeration equipment will be:

- i. Maintained at all times in accordance with the manufacturer's specifications; and
- ii. Fully inspected at least every three months by you or a facility approved by the manufacturer. Written records of these inspections must be maintained and be made available for inspection.

The insured acknowledges that there will be no coverage under this endorsement if the insured fails to comply with

the above warranties or cannot produce written records of inspections.

This additional coverage may be subject to a higher deductible than that which applies to other covered perils. We will not pay any claim under this endorsement unless the amount of the adjusted claim exceeds the deductible shown for Refrigeration Breakdown Coverage on the Declarations Page. We will then pay the amount of the adjusted claim in excess of the deductible, up to the applicable limit of insurance.

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
WATER DAMAGE (WETNESS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

Exclusion II A.7 is hereby deleted from this policy.

A minimum deductible of \$2,500 per occurrence applies to the perils of water damage, rust and warpage.

GATEWAY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
CHANGE IN DEBRIS REMOVAL LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

The \$10,000 limit for debris removal is replaced by _____.

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO

THIS CLAUSE CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

TARPAULIN “TARP” WARRANTY

The Insured warrants and agrees that the cargo carrying area or compartment(s) open to outside elements will be completely covered by a waterproof tarpaulin “tarp” when hauling any cargo which is subject to damage or Loss from exposure to weather or other outside elements and that the tarpaulin will be securely fastened, except during loading and unloading. Failure to do so voids coverage for any Loss involving water damage, dampness or other moisture related damage regardless of whether such noncompliance is a direct or indirect cause of such damage.

TIE DOWN FLATBED WARRANTY

The Insured warrants that all cargo hauled on a flatbed shall be securely tied down with adequate Chains and/or straps designed to handle the load. Failure to do so voids coverage for any Loss Involving inadequately tied down commodities.

GATEWAY INSURANCE COMPANY

CARGO DELIVERY—ADDITIONAL COVERAGE

Your policy is hereby amended to include an additional coverage referred to as cargo delivery coverage. In the event of a loss covered by this policy, you have the option to request the company to arrange for the transportation of the cargo to its final destination or you can arrange for the delivery to be completed with our consent. The company will endeavor to arrange for the separation of the damaged versus non-damaged cargo, dispose of the damaged goods and arrange for the transportation of undamaged goods to the destination stated on the bill of lading. In the event the company is unable to arrange for separation of the damaged versus non-damaged cargo, dispose of the damaged goods and/or arrange for the transportation of the undamaged goods to the destination stated on the bill of lading, the company shall not be liable for any direct or consequential damages whether suffered by you or your customers.

You agree to pay the company, or its representative, any earned freight, collected or not, applicable at the rate agreed upon by you and your customer at the time of the original shipment. The most we will pay in any one occurrence under this additional coverage is \$5,000. You agree to be financially responsible for the expenses and fees under this additional coverage in excess of the \$5,000 limit.

We will not pay for "loss" in any one occurrence under this additional coverage until the amount of the adjusted "loss" exceeds the deductible. We will then pay the amount of the adjusted "loss" in the excess of the deductible up to the applicable Limit of Insurance.

GATEWAY INSURANCE COMPANY

MOTOR TRUCK CARGO

VANDALISM EXCLUSION

This endorsement modifies the insurance provided under the following:

**MOTOR TRUCK CARGO FORM
TRANSPORTATION COVERAGE FORM**

The following is added to the Exclusions:

We will not pay for loss or damage caused by or resulting from Vandalism.

But if vandalism results in a Covered Cause of Loss results, we will pay for the loss or Damage caused by that Covered Cause of Loss.

Vandalism means willful and malicious damage to, or destruction of, covered property.

GATEWAY INSURANCE COMPANY

This notice modifies insurance provided under the following:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. Congress approved an extension to the Terrorism Risk Insurance Act of 2002 that was to terminate on December 31, 2005. The Terrorism Risk Insurance Extension Act of 2005 extends the original program for an additional two years to December 31, 2007.

Continuing on January 1, 2006, any losses at or above \$5 million caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. The per-event threshold for federal government participation in insured losses with respect to an act of terrorism occurring after March 31, 2006 is \$50 million, increasing to \$100 million for an act of terrorism occurring on or after January 1, 2007.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individual as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$waived.

<i>SERFF Tracking Number:</i>	<i>GTWY-125305163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026235</i>
<i>Company Tracking Number:</i>	<i>AR IM FORM FILING 2007</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Inland Marine</i>		
<i>Project Name/Number:</i>	<i>AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>GTWY-125305163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026235</i>
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<i>Product Name:</i>	<i>Inland Marine</i>		
<i>Project Name/Number:</i>	<i>AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	10/11/2007
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Comments:

Filing fee is being submitted via EFT.

Attachment:

P&C Trans Doc - Forms Filing 2007.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
------------	---

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

<i>SERFF Tracking Number:</i>	<i>GTWY-125305163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026235</i>
<i>Company Tracking Number:</i>	<i>AR IM FORM FILING 2007</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Inland Marine</i>		
<i>Project Name/Number:</i>	<i>AR Motor Truck Cargo/AR Motor Truck Cargo Form Filing 2007</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Motor Truck Cargo Coverage	09/26/2007	GCC 203 09-07 Motor Truck Cargo Policy Conditions.pdf

GATEWAY INSURANCE COMPANY

POLICY NUMBER:

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: <div style="text-align: right; margin-top: 20px;">(Authorized Representative)</div>
Named Insured:	

VI. LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Your duties in the event of "loss",

You must see that the following are done in the event of "loss":

1. You must give us immediate notice of the "loss" including a description of the cargo, and a description of how, when and where the "loss" occurred.
2. You must notify the police if a law may have been broken.
3. You must take reasonable steps to protect the cargo from further damage. With regard to animals, we will not pay for expenses incurred after seventy-two (72) hours from the date of "loss". You should keep a record of your expenses for consideration in the settlement of the claim.
4. You must permit us to inspect the cargo and records proving "loss".
5. You must make no statement that will assume obligation or admit any liability concerning the cargo "loss" without our consent.
6. If requested, you must permit us to question you under oath about any matter relating to your claim or this insurance, including your books and records. You must sign your answers.
7. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

8. You must send us a signed, sworn statement of "loss" containing information we request within sixty (60) days after our request. We will supply you with necessary forms.
9. You must cooperate with us in the investigation or settlement of any claim.
10. You must promptly send us any legal notices you receive concerning "loss" to cargo.

C. Loss Payment

We will pay any covered "loss" within thirty (30) days after we reach agreement with you or the entry of a final judgment. We will not be liable for any part of a "loss" that has been paid by others.

D. Other Insurance

If you have other insurance covering the same "loss" as this insurance we will pay only excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

E. Pair, Sets or Parts

In case of "loss" to any part of a pair or set, we may repair or replace any part to restore the pair or set to its value before the "loss" or pay the difference between the value of the pair or set before and after the "loss". However, in case of "loss" to any part of "covered cargo" consisting of several parts when complete, in no event will we pay more than the value of the lost or damaged part.

F. Privilege to Adjust With Owner

In the event of "loss" involving cargo of others in your care, custody or control, we have the right to settle the

“loss” with the owners of the cargo. A receipt for payment from the owners of that cargo will satisfy any claim of yours.

G. No Duty to Defend

If we provide defense, the legal expense will be at our cost and will not reduce the applicable limit of insurance of this policy. This condition does not obligate us to provide a defense.

H. Recoveries

Any recovery of salvage on a “loss” will accrue entirely to our benefit until the sum paid by us has been recovered.

I. Subrogation And Rights Of Recoveries Against Others

If any person, organization, company or corporation to or for whom we make payment of claim under this policy has rights to recover damages from another party or parties, those rights are transferred to us. That person, organization, company or corporation must do everything necessary to secure our rights and must do nothing after the “loss” to impair them.

VII. OTHER CONDITIONS

A. No Benefit to Bailee

No person or organization, other than you, having custody of the cargo, will benefit from this insurance.

B. Policy Period

We cover “loss” to cargo commencing during the policy period shown on the Declarations Page.

C. Legal Action

No one may bring legal action against us unless the terms of this coverage have been complied with and the action is brought within two (2) years after you first have knowledge of the “loss”.

D. Concealment, Fraud or Misrepresentation

This coverage is void in any case of fraud, intentional concealment, or misrepresentation of a material fact by you or any other party at any time as respects the coverage, the cargo or a claim under the policy.

E. Locked Vehicle

We will not be liable for “loss” to “covered cargo” caused by theft from a “scheduled vehicle”, or an unscheduled vehicle on a report form policy, unless at the time of the theft the windows, doors and compartments of the vehicle and the trailer or container, if applicable, were closed and locked and there are visible signs that the theft was the result of forced entry.

We will not be liable for “loss” to “covered cargo” caused by theft from a “scheduled location” unless at the time of the theft the windows, doors, gates and compartments of the vehicle, trailer, container, yard or building containing the cargo were closed and locked and there are visible signs that the theft was the result of forced entry.

F. Commodities Theft Limitation

In the event of “loss” to “covered cargo” caused by theft of the following commodities either from a

“scheduled vehicle”, an unscheduled vehicle on a reporting form policy, or a “scheduled location”, we will not be liable for more than 10% of the limit of insurance applying to that vehicle or “scheduled location”:

- A. Cigarettes, cigars, or other finished tobacco products.
- B. Drugs and pharmaceutical products.
- C. Furs or garments trimmed with fur.
- D. Liquors or beverages exceeding 10% alcohol content.
- E. Radio, photographic, electronic or communications equipment, including, but not limited to, computers, computer parts and accessories, software, compact and digital discs, video tapes, video and digital games, and video and sound playing and recording equipment.
- F. Copper and copper products, precious metals and alloys.

G. Coinsurance

You must carry sufficient insurance in order to receive full payment for a “loss”. We will not pay you more of any “loss” than the percentage obtained by dividing the applicable Limit of Liability as shown on the Declarations Page by 90% of the total value of property on the “scheduled vehicle” involved in the “loss”, or on an unscheduled vehicle on reporting form policy, at the time of the “loss”. In no event, however, will our payment exceed the applicable Limit of Liability as shown on the Declarations Page.